

## GENERAL TERMS AND CONDITIONS OF SALE

PLEASE READ CAREFULLY THESE GENERAL TERMS AND CONDITIONS OF SALE BECAUSE THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS.

### 1. DEFINITION

For the purposes of these General Terms and Conditions of Sale, the following terms in Bold have the following definitions:

- **"Subscription"**: designates the subscription fee paid by the Professional for the Service. The Professional can choose between different types of subscriptions.
- **"Database"**: designates the database made available by ClicRDV, composed entirely by Customer Data. This Database is accessible on line through the Service.
- **"GCS"**: designates these General Terms and Conditions of Sale
- **"ClicRDV"** or **"we"**: designates the company ClicRDV
- **"Customer(s)"**: designates the customer(s) of the Professional.
- **"Account"**: designates a secure ClicRDV account for each Professional allowing the access and use of the Service.
- **"Availability"**: designates the availability of the Professionals generated by ClicRDV through the Service.
- **"Customer Data"** designates all information and/or data, in particular, Personal Data, entered by the Professional and/or its Customers through the Service and which makes up the database. The Customer Data are the property of the Professional. They include customer records, appointments, professional access, configurations of appointments and of accounts, etc.
- **"Personal Data"**: designates any information relating to an identified person or who can be identified, directly or indirectly, by reference to an identification number or to one or several elements which refer directly to him or her, including pseudonym, profile, address, photos submitted or processed through the Service.
- **"Distinctive signs"**: designate the elements belonging to the Professional, intellectual property and / or other elements made available to ClicRDV through the Subscription to the Service and these GCS. These are distinctive graphics used by the professionals (including logos, emblems, trademarks, etc.).
- **"Option(s)"**: refers to the various complementary services that can be associated with the Service based on the Subscription chosen, for which the prices are set out in Annex 1. These include:
  - (i) "Book Now" Button
  - (ii) The installation of the training for the Professional's employees;
  - (iii) SMS service;
  - (iv) Fax service;
  - (v) Integration of client files,
  - (vi) Indexation;
  - (vii) Synchronization with Outlook / Blackberry;
  - (viii) Statistics, etc.
- **"Professional(s)"** or **"you"**: designates any professional (individual or corporate) subscribing to the Service during the course of their activity.
- **"Service"**: designates the shared scheduling software services (Simple Agenda) and appointment booking (Interactive Agenda) provided by ClicRDV, as well as its options, accessible via Internet.
- **"Site"**: designates the ClicRDV website which can be accessed at the following address: <http://www.clicrdv.com/>, and through which you can subscribe to the Service.

**ClicRDV** provides its Service to Professionals subject to the full and final acceptance by the latter of these GCS. In case of non-acceptance, the use of the Service is prohibited.

The Professional undertakes to submit his or her comments about the service upon simple request made by ClicRDV, and authorizes ClicRDV to reproduce them on all media for a period of one year, within a promotion/national launch of the service.

## 2. SUBJECT OF THE CONTRACT

These GCS define the rights and obligations of the Professional relating to the use of the Service.

## 3. DURATION

Subscription to Service is valid for a period of one month, renewable by tacit agreement unless termination is notified by registered letter with acknowledgment of receipt sent to ClicRDV seven days before the end of the commitment period.

## 4. PRESENTATION AND SERVICE OPERATION

ClicRDV offers various services according to the formula of subscription purchased:

- (i) **BASIC service:** a software for the management of professional appointments through which the Professional can manage his or her appointments, his or her availability and unavailability: creating, changing, duplicating, and canceling them. This software allows the Professional to manage Customer files, fill out customer records that are customized and associated with the appointment. The Professional can modify the settings of his or her calendar in the administration section of the software, he or she can add or change the access, calendars, services, or consult statistics on his or her appointments...
- (ii) **Pro service:** addition of an interface on the Customer's side that uses the same graphics as the Professional's website and on which the Customers can book an appointment online on the Professional's web or mobile Internet site and enter the data required for booking an appointment (first and last name, phone number, etc...)

## 5. CONDITIONS FOR SUBSCRIPTION TO THE SERVICE

The Professional subscribes to the service directly on the website.

He or she benefits from a free trial period of 30 days, subject to the creation of an Account.

### 5.1. Creating an Account

To use the Service, the Professional must be of age (or have parental permission) and create an Account by filling out the forms, which must contain the following information:

#### Form 1:

- Name of the Company (required)
- First name of the representative or agent of the company (required)
- Last name of the representative or agent of the company (required)
- Valid phone number (required)

#### Form 2:

- Valid email address - hereinafter "Identifier" - (required)
- Password (required)
- Check box "I accept the General Terms and Conditions of Sale" (required)

By checking the box "I accept the General Terms and Conditions of Sale", the Professional expresses irrevocably and definitively his or her acceptance of these GCS. The Professional also recognizes his or her accept of emails sent by ClicRDV to his or her email address in relation with the operation of the Service and the various services offered by ClicRDV.

After filling out the required fields and validating his or her enrollment, the Professional shall have access to the Service for a trial period of 30 days starting from the enrollment date.

The ID and password (hereinafter the "Codes") allow the Professional's identification and access to the Service, including his or her Customer Data.

ClicRDV does not have the means to verify the identity of the Professional; therefore, it cannot be held liable in case of identity theft.

The Professional undertakes to inform ClicRDV immediately in case of unauthorized use of his or her Codes, and guarantees ClicRDV against any claims from third parties in this regard.

The codes are confidential and must be kept secret. As such, the Professional undertakes to take all necessary safety measures to preserve their confidentiality (including avoiding any communication of his or her Codes, and ensuring that the Service is disconnected after each use). The Professional is solely responsible for maintaining the strict confidentiality of the Codes associated with his or her Account, and the actions that are carried out under these Codes.

### **5.2. Validation of Registration**

Following the Subscription, ClicRDV sends an email to the Professional in order to inform him or her of the subscription to the Service for a free trial period of 30 days. This email contains his or her ID and password with a link allowing the change of the password. The latter being encrypted, ClicRDV is unable to recover it in case it is lost and / or is forgotten by the Professional. In this case, ClicRDV shall assign the Professional a new password.

### **5.3. Information Entered at Registration**

The Professional guarantees to ClicRDV that the information he or she provides during registration is accurate, complete, regularly updated, does not infringe the rights of third parties, and is not illegal and / or contrary to public order. He or she undertakes to provide a valid email address of which he or she is the actual owner. The provision of this information and keeping them updated, constitute one of the key conditions for the right to use the Service. The Professional undertakes to use and verify his or her e-mail address regularly, and it is specified that any message sent to the Professional to his or her e-mail address will be deemed to have been received and read by the Professional on the date the email is sent.

### **5.4. Canceling the Account**

During the trial period after the Account is created, ClicRDV, at its sole discretion and without prior notice or recourse of the latter, may cancel the Account of a Professional for non-compliance with these GCS.

After the trial period, during the Subscription to the Service, ClicRDV may cancel the account at any time in the same conditions, after ClicRDV notifies the account holder and the notice remains unheeded for 7 days.

The Account of the Professional may also be interrupted by ClicRDV for non-payment.

### **5.5. End of Trial Period**

At the end of the 30 days trial period, the access to the Service is automatically disabled, unless the Professional decides to Subscribe to the Service.

### **5.6 Converting to Subscription Plan**

In order to do this, the Professional will confirm his or her Subscription and the options chosen from those detailed in Annex 1 of this Agreement by calling ClicRDV or by sending an email to ClicRDV. If the Professional makes the Subscription request by phone or by email, he or she will receive a confirmation email with their estimate attached. To validate his or her order, the professional will need to confirm by clicking the "Confirm this estimate" button, found on the ClicRDV Administration platform in the invoice section > My subscription; he or she will also have to indicate the payment option by entering Credit Card or Bank Account details.

The Subscription to the Service shall be deemed final and binding when ClicRDV will receive the confirmation of the estimate and a means of payment.

## **6. PRICE AND PAYMENT**

### **6.1 Price**

The services provided by ClicRDV are billed at the rates listed in Annex 1 of these GCS. The prices are fixed for a period of use of one (1) month. In case of Subscription, payment must be made no later than the beginning of the month following the date of Subscription and no later than the fifth day of each month.

If the payment is not made within this period, ClicRDV shall automatically terminate the Subscription, without notice and without compensation.

Upon simple request of the Professional and for the price of 1 Euro per dispatch, ClicRDV may send the invoice to the Professional by email and/ or post.

Any delay, suspension or cancellation caused by technical failures inherent in the operation of the Internet cannot motivate a refusal of payment, even partial, on the part of the Professional, nor entitle the Professional to compensation in any form whatsoever.

### **6.2 Penalty for Late Payment**

In case of late payment, the legal penalties are due without prior notice.

The penalties must be paid at the request of ClicRDV. The amounts due shall bear interest calculated at a rate equal to three (3) times the legal interest rate in force in France, from the due date of the payment shown on the invoice until the day ClicRDV' s account is actually credited.

## **7. INTELLECTUAL PROPERTY - GRANTED RIGHTS**

### **7.1. Ownership of the Service**

ClicRDV is the exclusive owner of all intellectual property rights and/or has all the rights related to the Service (including the Options) and its content (including trademarks, images, logos, illustrations, photographs, texts, availability, etc. ),

It is expressly forbidden to the User to copy, modify, improve, edit, translate, de-compile, create a similar service, reverse engineer, disassemble or otherwise attempt to discover the target code (except the cases provided by law), sell, assign, sub-license or transfer in any way any part of the Site or of the Service without the prior written consent of ClicRDV.

The Professional is not allowed to access the Service by any means other than through the interface that is provided by ClicRDV for this purpose.

Any reproduction, representation, exploitation of any kind and for any purpose whatsoever, of all or part of the Service, including its structure and / or its contents, done without the prior written permission of ClicRDV, constitute counterfeiting.

### **7.2. Granted Rights**

Subject to the validation of the GCS and the Subscription to the Service, ClicRDV grants to the Professional the worldwide non-exclusive and non-transferable right to access the Services for personal use.

This right to use the Service shall enter into force after the Subscription is made and is granted to the Professional for the duration of the Subscription to the Service and any subsequent renewals.

For the purposes of these GCS and in particular for the provision of the Service to the Professional, starting from the date of Subscription, the Professional grants to ClicRDV and if applicable to its Partner, free of charge, a personal, non-transferable and non-exclusive right of use (meaning to reproduce and represent) his or her Distinctive signs within the Service. This right is granted to ClicRDV and if applicable to its Partner for the entire duration of the Subscription and its possible subsequent renewal, and can be used worldwide.

Similarly, for the duration of the subscription and its possible renewal, the Professional grants ClicRDV and if applicable to its Partner free of charge, a personal, non-transferable and nonexclusive right to reproduce his or her Distinctive signs on ClicRDV website, and on its marketing and sales documents for particular advertisers and prospective customers.

This right of use does not confer ownership to ClicRDV and / or its Partner on the Distinctive signs of the Professional.

### **7.3. Ownership of the Database**

ClicRDV recognizes that the Professional retains the ownership of the contents of the Database for which he or she holds the rights ab initio as the author of the contents and producer of the Database as set forth by the Code of Intellectual Property.

The Professional is in fact the only owner of his or her Customer Database used via the Service.

The Professional recognizes in turn that ClicRDV holds the rights to the architecture of the Database and query tools within the meaning of the Act of July 1, 1998 on the protection of databases.

It is specified that ClicRDV and the Professional continue to hold the copyrights on the other elements of the Database held originally by each of them or that have been transferred to them.

## **8. LIABILITY**

### **8.1. Of ClicRDV and / or Its Partner**

Given the high level of technology implemented for the execution of the Service, ClicRDV and/ or its Partner are bound by best-endeavors obligation and undertake to make all reasonable efforts to ensure the performance of the Service but without offering any guarantee.

In cases where the responsibility of ClicRDV and / or its Partner is engaged for proved fault, ClicRDV and/ or its Partner will be required to repair the direct and immediate loss within the limit of the amount of damages and interest, which cannot exceed the amount billed during the last six months preceding the month of the occurrence of the event that caused the loss. The total amount of damages and interest paid during a calendar year may not exceed an amount equal to the amount billed during the last 12 months.

The indirect damages suffered by the Professional, including the financial loss, the loss of business or profits are specifically excluded from coverage.

ClicRDV and / or its Partner shall not be liable for any damage and /or loss of profits caused to the Professional and /or any third party due to abnormal use of the Service by the Professional and /or a third party.

### **8.2. Of the Professional**

The Professional undertakes to pay the total price agreed for the use of the Service within the time limits provided in these GCS.

The Professional undertakes to make all documents, information, and materials required for the proper performance of the services available to ClicRDV.

The Professional is solely responsible for the use of the Service and he or she undertakes to use it in accordance with these GCS and all specifications and /or recommendations given by ClicRDV.

In this regard, the Professional, if he or she belongs to a regulated profession, undertakes to comply with all rules applicable to him or her, especially concerning communication and advertising.

The Professional also undertakes to notify ClicRDV of any anomalies in the use of the Service.

The Professional undertakes to indemnify ClicRDV and/or its Partner up to the amount that ClicRDV and/or its Partner may incur as result of any claim or dispute, judicial or extra-judicial related to the use of the Service by the Professional and guarantees ClicRDV and/or its Partner against all liability related to it.

## **9. WARRANTY**

In using the Service, and more generally when communicating any information, mainly the Customer Data, the Professional guarantees ClicRDV and/ or its Partner that this is not (i) a breach of intellectual property rights of third parties, ( ii) an offence to people (including defamation, insults, abuse, damage to reputation or integrity of others etc.) and to the respect of privacy (iii) a threat to public order and morality (including attempts to justify crimes against humanity, incitement to racial hatred, child pornography, etc..), or (iiii) a breach of the rules relating to his or her business or profession, mainly related to advertisement and communication.

ClicRDV and/ or its Partner do (does) not verify the Customer Data communicated by the Professional through the use of the Service. It is his or her sole responsibility. ClicRDV and/or its Partner cannot be held liable under no circumstances for such Customer Data, including their illegal character or their inaccuracy. In this regards, the Professional warrants ClicRDV and /or its Partner that his or her Customer Data do not infringe any third party rights, and their use is not contrary to the provisions of these GCS.

The Professional represents and warrants to be the exclusive owner of all intellectual property rights attached to his or her Distinctive signs and /or to have all necessary rights to make them available to ClicRDV and /or its Partner pursuant these GCS, mainly during the trial period and during the Subscription to the Service by the Professional.

As a result, the Professional warrants ClicRDV and/or its Partner against any claims or actions of third parties as well as their direct or indirect consequences that ClicRDV and/or its Partner may incur in relation to the Customer Database, its Distinctive signs, as well as the use of the Service by the Professional and/or his or her Customers.

ClicRDV will notify the Professional in case of whatsoever use related to Customer Database. The Professional must obtain ClicRDV' s prior authorization before making any decision that may have an impact on the brand image of ClicRDV and/or its Partner or may have financial consequences of any nature whatsoever for ClicRDV and/or its partner.

Any Customer Data that violates the provisions of these GCS, mainly this section, authorizes ClicRDV to remove and/or cancel the Account and/or terminate the Subscription ipso jure, without prior notice or compensation.

If applicable, ClicRDV may transmit any Customer Data to judicial and/or administrative authorities upon request.

## **10. GENERAL RULES CONCERNING BACKUP AND SECURITY**

### **10.1 Hosting**

The Service and Customer Database are hosted on the servers of ClicRDV and/or its service providers. ClicRDV's Partner does not host any Customer Database.

ClicRDV hosts the Service and Customer Database using professional hosting services, therefore it cannot be held responsible for the failures of the latter. In particular, ClicRDV may not be liable for any direct or indirect consequences and/or damages to the Professional's business as a result of the introduction of a computer virus in the Service, the Site migration in a different hardware or software environment, changes to software components by a person other than ClicRDV, a malfunction, an authorized or unauthorized intrusion of any third party in the Service. ClicRDV may not be held liable for damage or loss of Customer Data hosted on its servers via the Service.

### **10.2. Conservation of Customer Databases**

With the exception of the legal obligations relating to the Law on Confidence in the Digital Economy of June 21, 2004, ClicRDV is under no obligation in relation to the Professional concerning the conservation of Customer Databases. As such, ClicRDV cannot be held responsible for any storage failure. It is the responsibility of the Professional to ensure, where appropriate, the conservation of his or her Customer Database, mainly through regular backups. ClicRDV declines any liability for loss or damage to the Customer Database. However, ClicRDV will do its best, in accordance with the state of the art, to preserve the Customer Databases of the Professionals.

### **10.3. Limitation on the Use of the Service**

ClicRDV reserves the right to set limits on the use of the Service, and in particular to set:

- A maximum number of users (Professionals, Customers) having access to the Service;
- A maximum period for keeping Customer Data (except as provided by law) or any other information;
- A maximum memory space per Professional;
- A maximum number of accesses to the Service in a given period and a maximum duration per access.
- A maximum number of requests to the servers

In case the limits laid down by ClicRDV are exceeded, ClicRDV reserves the right to issue a warning to the Professional by email.

If the Professional's requirements or special processing require an increase in space (bandwidth, memory, processing power, etc.) the Service could be upgraded. The extra cost for this upgrade will be subject to an additional estimate and charges.

### **11. RECOMMENDATIONS RELATED TO THE INTERNET NETWORK**

ClicRDV wishes to draw the attention of the Professional on the characteristics and limitations of the Internet and, in particular, on the following points:

- any transaction on the Internet (including downloading, use, access and transfer of information) may require response time;
- data circulating on the Internet is not necessarily protected, mainly against possible misuse or viruses;
- data circulating on the Internet may be regulated in terms of use or protected by property rights;
- the Internet access has to comply with the rules applicable in the country where information is accessed or transmitted;
- data transmission from France or other countries is subject to specific regulations which should be considered, as appropriate.

Therefore, ClicRDV recommends the Professionals to have a fast Internet connection. ClicRDV and/or its Partner decline any liability for delays in loading or downloading that are directly due to the Internet connection and/or the Internet access provided to the Professional by his or her ISP provider (Internet Service Provider). ClicRDV also recommends to the Professionals to take all appropriate measures to protect his or her Customers information or data (including equipping their computers with anti-virus software) and ensure their confidentiality. ClicRDV and/or its Partner decline(s) any liability for any breach of security and confidentiality of information provided by the Professional through the Service via Internet.

### **12. ACCESSING THE SERVICE**

ClicRDV and its Partner will make all reasonable efforts to provide the Service to the Professional in accordance with these GCS.

The service is accessible via Internet connection.

All costs related to accessing the Service (including material costs or Internet access) are exclusively the responsibility of the Professional who is responsible for the proper functioning of his or her computer as well as his or her Internet access.

ClicRDV and his partner will implement all reasonable means at their disposal to ensure that the Service is available 24 hours a day, and 7 days a week. In any event, the use of the Service is under the sole control and the sole responsibility of the Professional.

In order to respect the privacy of the Professional, the access to the Service is limited to manual use. Any use of a robot is prohibited.

No advice or information, whether oral or written, obtained by the Professional from ClicRDV or during use of the Service may give rise to any warranty that is not expressly stated in these GCS.

### **13. INTERRUPTION OF THE SERVICE**

ClicRDV and/or its Partner reserve(s) the right to suspend temporarily, at any time and without notice all or part of the Service for maintenance of the Service (mainly for updates for improving the functionality and correct any anomalies) and/or their respective websites.

Therefore, ClicRDV and/or its Partner cannot be held liable in any manner whatsoever and for any purpose whatsoever by the Professional or any third party for the consequences thereof and in particular for unavailability of all or part of the Service, difficulty related to response time, and in general, a lack of performance or any part of the Service.

ClicRDV and its Partner undertake to make their best efforts to ensure that these interruptions are as short as possible and occur during periods when the use of the Service is limited.

### **14. CHANGE OF THE SERVICE AND/OR OF GCS**

#### **14.1. Change of the Service**

ClicRDV reserves the right to modify at any time any part of the Service, including its rates as and when its offer changes. In this case, the Professional will be notified by mail of any substantial changes and he or she may terminate the Subscription, if desired, under the conditions set forth by the article concerning "Termination of the Agreement".

The changes in the Service (including rates) are applicable from the date they are posted on the Site. Unless otherwise specified, any new service or modification to the Service will be subject to these GCS or to the modified GCS.

#### **14.1. Modification of GCS**

ClicRDV may change the present GCS at any time, without prior notice given to the Professional. It is therefore advisable that the Professional should refer regularly to the latest version of the GCS available at all times on the Site. The changes to GCS are applicable starting from the date they are posted on the Site. If the Professional does not terminate his or her Subscription, the modified GCS will become binding from the first day of the month following that in which they are posted on the site.



## **15. TERMINATION OF SERVICE**

### **15.1. For Fault**

Failure by a party to perform any of its obligations subject to these GCS, the non-defaulting party may terminate the Subscription as of right, 7 (seven) days after notification to the other party by registered letter with acknowledgment of receipt remained unheeded, and, notwithstanding the damages to which the non-defaulting party may be entitled.

### **15.2. Early Termination**

ClicRDV or the Professional each have the right to terminate Subscription to the Service at any time by notifying the other party by post, notifying them of the termination of the Subscription. In case of early termination by ClicRDV or by the Professional:

- (i) the Professional remains liable for the Subscription period until the end of the commitment;
- (ii) ClicRDV undertakes to reimburse the Professional in proportion to the duration of the Subscription period remaining until the end of the commitment.

## **16. FORCE MAJEURE**

ClicRDV and/or its Partner cannot be held liable in the event of unavailability of the Service resulting from the occurrence of an event of force majeure, such as those usually accepted by the French law. In this case, ClicRDV shall notify the Professional of its occurrence and will make its best efforts to limit the consequences, so that the Professional may reuse the Service immediately after the disappearance of the force majeure.

The case of force majeure shall suspend the obligations arising from the GCS during its entire duration. However, if it lasts more than 30 (thirty) days, ClicRDV and the Professional may terminate the Subscription as of right. Such termination will become effective 7 days after receipt by the other party of a registered letter with acknowledgment of receipt notifying the termination of the Subscription, without either party being entitled to any compensation, nor to damages.

## **17. PERSONAL DATA**

### **17.1 Personal Data of the Professional**

To register for the Service, the Professional must fill out the information referred to in Article 5.1 of these GCS.

ClicRDV is responsible for processing the Personal Data entered on the Site at the time of registration for the Service and is committed to respecting your privacy.

Under the Data Protection Act of January 6, 1978, as amended, the Professional has the right to access, correct, or remove the data concerning him or her at any time. He may exercise his or her rights by sending an e-mail to the following address [contact@clicrdv.com](mailto:contact@clicrdv.com) or by post to ClicRDV 9 rue Maurice Mallet 92130 Issy Les Moulineaux, with proof of his or her identity.

The Site collects Personal Data that the Professional voluntarily transfers via the application form for subscription to the Service, but also those automatically collected by ClicRDV as part of its activities.

Thus, ClicRDV uses Personal Data of the Professional to improve and optimize the quality of its Service. The Personal Data collected, notably the IP address is used to perform statistics on the consultation of the Service's web pages.

### **17.2 Personal Data of the Customers**

The Professional holds the ownership of all Customer data. The Professional is responsible for the processing of his or her Customers' personal data disclosed while using the Service.

In your capacity as data controller, you agree to comply with all applicable regulations regarding Personal Data and in particular with the provisions of the Data Protection Act of January 6, 1978, mainly by carrying out all mandatory reporting formalities required by the National Commission for Data Protection and allowing customers to exercise

their rights to access, correct or remove the data concerning them at any time. As such, you warrant ClicRDV and /or its partner against any claim, including any damages that we may claim as a result of your failure to comply with the obligations referred to above.

## **18. REPORTING A TECHNICAL PROBLEM**

For any questions and /or complaints regarding the Service, you can contact us by phone or email at the following address:

### **Centre de Relations Clients "CRC" (Customer Relations Centre) of ClicRDV**

9 rue Maurice Mallet 92130 Issy Les Moulineaux

Phone: 01 83 62 04 04 (charges may apply)

E-mail: [contact@clicrdv.com](mailto:contact@clicrdv.com)

## **19. MISCELLANEOUS PROVISIONS**

These GCS constitute the entire agreement between ClicRDV and the Professional concerning the use of the Service, and supersede any prior agreement reached between the Professional and ClicRDV.

The fact that ClicRDV does not exercise its rights under these GCS does not constitute a waiver of such rights.

The invalidity of any provision of these GCS, resulting from the application of a law, regulation or court decision having the force of res judicata does not invalidate the remaining provisions of these GCS, which retain their full effect and scope.

In such a case, however, the parties undertake to inform the judge of their acceptance of these GCS and leave it to the judge's discretion to take their common intention manifested by these GCS into account.

The titles of the articles have only an indicative value.

If any provision of the GCS is contrary to a law or a regulation, it shall be deemed waived without affecting the validity of the other provisions of the GCS. In such a case, however, the parties agree to cooperate and make every effort to integrate into the new GCS a clause that shall reaffirm their common will as expressed in the original provision, but in compliance with the legal provisions and regulations.

## **20. APPLICABLE LAW AND JURISDICTION**

These GCS are governed by French law.

Disputes that may arise in the formation, interpretation, performance, termination of this Agreement and/or more generally the termination of the relationship will be brought before the courts of Nanterre competent in this case, notwithstanding a plurality of respondents or a guaranteed appeal, even for urgent or precautionary proceedings, urgent or on-demand proceedings.

This Service and its contents are the exclusive property of ClicRDV © All rights reserved.